appears to be with the principal case. The admission of the parol evidence is justified on the ground that it is not evidence to vary the terms of a written agreement, which is not allowable, but that it is evidence to show there is no operative agreement in force. *McKnight* v. *Parsons,* 136 Ia. 390, 22 L. R. A. N. S. 718; *Burke* v. *Dulaney,* 153 U. S. 228; *Brown* v. *St. Charles,* 66 Mich. 71; *Burns & Smith Lumber Co.* v. *Doyle,* 71 Conn. 742; *Merchants Bank* v. *Luckow,* 37 Minn. 542; *Watkins* v. *Bowers,* 119 Mass. 383; *Beach, Receiver,* v. *Nevins,* 162 Fed. 129, 18 L. R. A. N. S. 288; *Hurt* v. *Ford,* (Mo.) 36 S. W. 671. But there are many states holding contra to the principal case. *Carter* v. *Moulton,* 51 Kan. 9; *Garner* v. *Fite,* 93 Ala. 405; *Stewart* v. *Anderson,* 59 Ind. 375; *Scott* v. *State Bank,* 9 Ark. 36; *Gaar* v. *Louisville Banking Co.,* 74 Ky. 180, 21 Am. R. 209.

CARRIERS—NECESSITY OF NOTICE OF CLAIM UNDER SPECIAL CONTRACT—APPLICABILITY WHERE LIVE STOCK HAS DIED IN TRANSIT.—Plaintiff sued carrier for value of live stock, which died in transit. The shipment was made under a contract stipulating that no recovery could be had, unless notice of claim was given by the consignee or shipper to the carrier at or before the time of delivery. Notice had not been given. *Held,* that the plaintiff could recover, the stipulation not applying to live-stock dying in transit. *Southern Ry. Co.* v. *Bacon* (Tenn. 1913), 159 S. W. 602.

The principal case is one of first impression in this state. Nor has the question been considered often elsewhere. Of the decisions cited by the court to sustain their position, but two are in point, *Kas. & Ry. Co.* v. *Ayres,* 63 Ark. 331, 38 S. W. 515, and *Pierson* v. *No. Pac. Ry. Co.,* 61 Wash. 450, 112 Pac. 509, which follows the former decision without discussion. The other decisions are in cases where the carrier had actual notice of the death of the stock. *L. & N. Ry. Co.* v. *Warfield and Lee,* 6 Ga. App. 550, 65 S. E. 308; *M. K. & T. Ry. Co.* v. *Frogley,* 75 Kas. 440, 89 Pac. 903; and *Patterson* v. *K. & T. Ry. Co.,* 24 Okla. 747, 104 Pac. 31. In fact the rule in Kansas seems to be in direct opposition to that stated in the principal case. *Wichita & Wes. Ry. Co.* v. *Koch,* 47 Kas. 753. As a general rule, such a stipulation as that in the contract in the principal case is considered reasonable and valid, because it tends to prevent injustice by giving the carrier an opportunity to inspect the stock in question before its identity is lost. In accordance with such reasoning, it has been held, under a contract similar to that in the principal case, that where the carrier's agent has removed cattle from the cars, notice of injury is not required. *Baker* v. *Miss. Pac. Ry. Co.,* 34 Mo. App. 98. And where the injury is not apparent, but develops later, notice is not required. 5 Cyc. (2 Ed.) 455. The carrier has an equal opportunity to discover dead stock and apparent injuries, and it seems that the rule that notice is essential to recovery, unless the carrier has actual notice, should apply in both cases.

CORPORATIONS—RIGHTS OF STOCKHOLDERS WHERE THE CORPORATION FRAUDULENTLY DISMISSES A SUIT.—Defendant Rossman, a director of plaintiff company, fraudulently caused stock in said company to be issued to defendant McAlpine and himself. The corporation commenced suit to have the